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Portland, OR 97204-2099

Barbee B. Lyon,
Pro Se, and also as Attorney for Plaintiff Joan Kruse

UNITED STATES DISTRICT COURT
DISTRICT OF OREGON

CV '07 - 1779 - AS

BARBEE B. LYON AND JOAN KRUSE,

Civil No. _____

PLAINTIFFS,

COMPLAINT

v.

JPMORGAN CHASE & CO.

**VIOLATION OF FAIR CREDIT
BILLING ACT (15 U.S.C. § 1666)**

DEFENDANT.

**WRONGFUL DEBT COLLECTION
(O.R.S. 646.639(2)(K))**

DEFAMATION OF CREDIT

**INTENTIONAL INFLECTION OF
EMOTIONAL DISTRESS**

SPECIFIC PERFORMANCE

DEMAND FOR JURY TRIAL

Plaintiffs Barbee B. Lyon and Joan Kruse allege as follows:

1. This action arises under the Fair Credit Billing Act, now codified at 15 U.S.C.

§ 1666 et seq. Jurisdiction is granted to this Court by 15 U.S.C § 1640(e) and 28 U.S.C. § 1331.

#18701

2. Plaintiffs are husband and wife. Defendant extended consumer credit to plaintiffs in the form of Visa credit cards.

3. In September, 2006, an unknown person stole the credit card that defendant had issued to plaintiff Lyon, and Lyon notified defendant of the theft. Defendant's fraud department asked Lyon to identify which recent transactions had been made by the thief, and which were valid transactions that Lyon had authorized before the theft.

4. One recent transaction that defendant inquired about was a \$645 charge payable to Resorts Advantage. Lyon told defendant that it was a valid transaction, that he had authorized it before the credit card was stolen, and that it should be honored.

5. Defendant nevertheless refused to honor that charge. Resorts Advantage notified plaintiffs that defendant refused to honor it, and demanded payment in some other manner. Plaintiffs accordingly paid that \$645 charge to Resorts Advantage on October 5, 2006 by using a different credit card issued by Bank of America. (See Attachment 1.)

6. Several months later, however, defendant billed plaintiffs for that same \$645 charge, indicating that defendant had paid that \$645 to Resorts Advantage on October 17, 2006, which was twelve days after plaintiffs paid that charge by means of the Bank of America credit card. (See Attachment 2.) However, Resorts Advantage confirmed to plaintiffs that defendant never made any such payment.

7. Plaintiffs protested to defendant that the \$645 charge on Attachment 2 appeared to be a billing error, and that plaintiffs had already paid that \$645 charge to Resorts Advantage with another credit card precisely because defendant itself had refused earlier to honor that charge.

8. Defendant acknowledged receipt of plaintiffs' protest and told plaintiffs they need not pay while defendant was investigating the matter. (See Attachments 3 and 4.)

9. Nevertheless, just a few days after defendant sent Attachment 4 to plaintiffs, defendant attempted to collect the disputed \$645 charge from plaintiffs, billing plaintiffs for that charge and withdrawing without explanation its previous notice that plaintiffs need not pay it while the dispute was unresolved. (See Attachment 5; compare with Attachment 3.) Defendant thereafter made numerous additional attempts to collect the disputed charge, as summarized in ¶ 20 below.

10. Defendant never sent plaintiffs a written explanation or clarification, as promised in Attachment 4, and as required by 15 U.S.C. § 1666 and 12 C.F.R. § 226.13(f). Neither did defendant correct the billing error.

11. In an attempt to resolve the dispute, plaintiffs wrote defendant on August 27, 2007. (See Attachment 6.)

12. Defendant did not respond to that August 27 letter (Attachment 6), and instead continued to attempt to collect the disputed charge.

13. Several weeks later, plaintiff Kruse had a telephone conversation on or about September 11, 2007 with a representative of defendant named "Gwen," who promised to erase the disputed charge.

14. The next day, however, defendant reneged on that promise, saying that plaintiffs had failed to object to the disputed charge within the 60 day period. (See Attachment 7.) attached.) That was incorrect, for defendant had previously acknowledged receipt of plaintiffs' objection within 60 days. (See Attachments 3 and 4.)

15. Plaintiffs wrote defendant again on October 23, 2007, pointing out defendant's errors. (See Attachment 8.)

16. Defendant did not respond to that October 23 letter either, and continued to attempt to collect the charge.

17. Plaintiff Lyon had a telephone conversation on or about October 27, 2007 with another representative of defendant who was attempting to collect the charge. After much effort, plaintiffs succeeded in reaching a different representative of defendant who reluctantly agreed to read plaintiffs' October 23 letter. Shortly thereafter, defendant promised in that phone call to erase the charges.

18. Nevertheless, defendant has reneged on that promise as well. Defendant's representatives continue to telephone plaintiffs approximately every 7 days, demanding payment, and declaring that the charges "aren't going away," and that "it will be sent to collections."

19. Defendant has reported this charge as a delinquency to credit rating services, contrary to the provisions of 15 U.S.C. § 1666a(a) and 12 C.F.R. § 226.13(d)(2).

20. The number of attempts that defendant has made to collect the charge in violation of statutes include the following:

A. Defendant began to bill plaintiffs in every monthly statement beginning with Attachment 5.

B. Defendant took advantage of the automatic payment arrangements that plaintiffs had previously authorized from their checking account with US Bank in Portland. Defendant accordingly sought payment from US Bank on May 17, 2007. (Attachment 6, Exhibit 4.) By coincidence, that attempt by defendant to collect the disputed charge failed. US Bank apparently told defendant, incorrectly, that plaintiffs' checking account had been closed. (Attachment 6, Exhibit 5.)

C. Defendant has repeatedly telephoned plaintiffs demanding payment of the disputed charge. Plaintiffs have lost track of how many telephone calls they have received from defendant, but expects to ascertain that number in discovery since defendant always states that it is recording such calls. The latest such call was on or about November 26, 2007.

21. The cumulative finance charges now demanded by defendant are approximately \$283 and rising.

22. Plaintiffs have done everything in their power to resolve this dispute in a reasonable manner without resorting to court. In addition to writing letters to defendant that defendant never answered, they have spent many futile hours on the telephone with representatives of defendant. Defendant has reneged on promises that it made over the telephone. Further attempts to communicate with defendant are pointless.

FIRST CLAIM FOR RELIEF

(Fair Credit Reporting Act)

23. Defendant's failure to provide a written explanation or clarification of the billing error violated 15 U.S.C. § 1666(a).

SECOND CLAIM FOR RELIEF

(Fair Credit Reporting Act)

24. Each of defendant's multiple attempts to collect the disputed charge violated 15 U.S.C. § 1666(c) and (e).

THIRD CLAIM FOR RELIEF

(Fair Credit Reporting Act)

25. Defendant violated 15 § U.S.C. 1666a(a) by threatening to report, and actually reporting, the disputed charge so as to harm plaintiffs' credit rating.

FOURTH CLAIM FOR RELIEF

(Unlawful Debt Collection)

26. Defendant violated Oregon Revised Statutes 646.639(2)(k) by attempting to collect a debt when it knew or had reason to know that its right to do so did not exist.

FIFTH CLAIM FOR RELIEF

(Defamation of credit)

27. Defendant's actions defamed plaintiffs' credit and thereby damaged plaintiffs.

SIXTH CLAIM FOR RELIEF

(Intentional Infliction of Emotional Distress)

28. After having received notice that its actions were in violation of statutes, defendant nevertheless continued to violate the statutes and to harass plaintiffs and damage their credit, thereby intentionally inflicting emotional distress upon them.

SEVENTH CLAIM FOR RELIEF

(Punitive Damages)

29. Defendant knew that its actions were in violation of statutes, and the court should therefore award punitive damages.

EIGHTH CLAIM FOR RELIEF

(Specific Performance)

30. Since defendant refuses to abide by its oral agreements to cancel the disputed charges, the Court should enter a decree of specific performance compelling it to do so.

NINTH CLAIM FOR RELIEF

(Injunctive Relief)

31. Since defendant refuses to comply with the relevant statutes, the Court should enjoin defendant from continuing to violate the statutes, and should further require defendant to take appropriate steps to correct the damage to plaintiffs' credit rating.

TENTH CLAIM FOR RELIEF

(Attorney's fees)

32. The Court should award plaintiffs a reasonable attorney's fee.

WHEREFORE, plaintiffs demand judgment as follows:

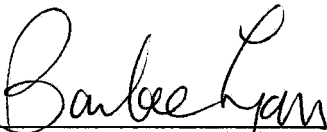
1. For the amount of the damages and penalties provided by federal and state statutes, in an amount to be determined upon discovery and trial.
2. For damages to plaintiffs' credit rating, in an amount to be determined at trial.
3. For damages for emotional distress, in the amount of \$100,000 for each plaintiff.
4. For damages that will compensate plaintiffs for the inconvenience to them, including the time and effort that defendant's failure to fulfill its statutory obligations have compelled them to expend.
5. For punitive damages in an amount to be determined at trial.
6. For a decree of specific performance compelling defendant to fulfill its oral agreements to erase the charges.
7. For an injunction compelling defendant: (1) to cease its efforts to collect the charge, and (2) to restore plaintiffs' credit rating to its former status.

8. For an award of reasonable attorney fees.

PLAINTIFFS DEMAND TRIAL BY JURY.

DATED this 29th day of November, 2007.

TONKON TORP LLP

By 

Barbee B. Lyon, OSB # 71212

Direct Dial: 503.802.2020

Direct Fax: 503.972.3720

E-Mail: barbee@tonkon.com

Barbee B. Lyon,

Pro Se, and also as Attorney for Plaintiff
Joan Kruse

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ATTACHMENT 1

Bank of America



Prepared for: JOAN M KRUSE

October 2006 Statement

Credit Line: \$25,000.00

Cash or Credit Available: \$23,851.81

Account Information

Summary of Transactions

Previous Balance	\$0.00
Payments and Credits	\$0.00
Cash Advances	\$0.00
Purchases and Adjustments	\$1,148.19
Periodic Rate Finance Charges	\$0.00
Transaction Fee Finance Charges	\$0.00
New Balance Total	\$1,148.19

Billing Cycle and Payment Information

Days in Billing Cycle	34
Closing Date	10/24/06
Payment Due Date	11/13/06
Current Payment Due	\$15.00
Past Due Amount	\$0.00
Total Minimum Payment Due	\$15.00

Customer Service

For Information on Your Account Visit:

www.bankofamerica.com

Mail Payments to:

BANK OF AMERICA
P.O. BOX 17322
BALTIMORE, MD 21297-1322

Mail Billing Inquiries to:

BANK OF AMERICA
P.O. BOX 15026
WILMINGTON, DE 19850-5026

Call toll-free 1-800-552-7302

TDD hearing-impaired 1-800-222-7365

Transactions

Purchases and Adjustments

	Posting Date	Transaction Date	Reference Number	Account Number	Category	Amount	
#FEDEX KINKO'S #5165 PORTLAND OR	09/27	09/26	3985	7680	C	88.02	✓
#FEDEX KINKO'S #5165 PORTLAND OR	09/27	09/26	4066	7680	C	40.56	✓
#CITY CENTER PARKING 4 PORTLAND OR	09/27	09/25	8187	7680	C	20.00	✓
#BORDERS BOOKS 0100065 PORTLAND OR	09/28	09/26	9871	7680	C	7.50	✓
#REDWEEK.COM 425-4513657 WA	09/28	09/26	8209	7680	C	14.99	✓
#CAMEO CAFE WEST PORTLAND OR	09/29	09/28	0048	7680	C	28.48	✓
#WALGREEN 0004495 PORTLAND OR	09/29	09/28	9554	7680	C	14.99	✓
#LINER & ELSEN PORTLAND OR	09/29	09/28	0223	7680	C	230.80	✓
#JOHN HELMER HABERDAS PORTLAND OR	09/30	09/28	0247	7680	C	24.00	✓
#FRED-MEYER #0360 SF PORTLAND OR	09/30	09/28	0596	7680	C	16.38	✓
#NORDSTROM-RACK #0028 PORTLAND OR	09/30	09/28	0679	7680	C	14.97	✓
#CITY PORTLAND-DEPT TR PORTLAND OR	10/05	09/30	0208	7680	C	1.25	✓
#CITY PORTLAND-DEPT TR PORTLAND OR	10/05	09/30	1098	7680	C	1.25	✓
#RESORTS ADVANTAGE, LT MIAMI FL	10/07	10/05	1946	7680	C	645.00	✓

ALASKA AIRLINES CREDIT CARD REWARDS

1,148 PURCHASE MILES THIS PERIOD

0 PROMOTIONAL MILES

0 ADJUSTMENTS

1,148 MILES TO ALASKA AIRLINES

now chgs ~~11/13/06~~

BARBEE LYON

ATTACHMENT 2

Acct # 00004388576021678811

June 1, 2007

Page 17 of 26

Statement for account number: 4388 5760 2167 8811

New Balance \$631.95 Payment Due Date 03/19/07 Past Due Amount \$0.00 Minimum Payment \$12.00

UNITED
Mileage Plus®

Amount Enclosed \$

Make your check payable to Chase Card Services.
New address or e-mail? Print on back.

438857602167881100001200000631950000000

11785 BEK Z 05307 C
BARBEE LYON
2520 NW WESTOVER RD
PORTLAND OR 97210-3109



CARDMEMBER SERVICE
PO BOX 94014
PALATINE IL 60094-4014



5000 160 781 23660216788117

2/22/07

UNITED
Mileage Plus®

Opening/Closing Date: 01/23/07 - 02/22/07
Payment Due Date: 03/19/07

CUSTOMER SERVICE

In U.S. 1-800-537-7783
Español 1-888-446-3308
TDD 1-800-955-8060
Pay by phone 1-800-436-7958
Outside U.S. call collect 1-847-888-6600

Minimum Payment Due for Credit Access Line \$12.00
Total Minimum Payment Due \$12.00

ACCOUNT INQUIRIES

P.O. Box 15298
Wilmington, DE 19850-5298

VISA SIGNATURE SUMMARY

Account Number: 4388 5760 2167 8811

Previous Balance	-\$29.00	Credit Access Line	\$30,000
Purchases, Cash, Debits	+\$660.95	Available Credit	\$29,368
New Balance	\$631.95	Cash Access Line	\$30,000
		Available for Cash	\$29,368

PAYMENT ADDRESS

P.O. Box 94014
Palatine, IL 60094-4014

VISIT US AT:

www.chase.com/united

Your next AutoPayment for \$631.95 will be deducted from your account and credited on your due date. Should you make a payment prior to your due date, that amount will be deducted from the AutoPayment amount identified above.

MILEAGE PLUS MILES EARNED

Miles earned this statement from purchases.

661

1-800-421-4655 (Mileage Plus)

Total miles earned this statement

661

1-800-241-6522 (Reservations)

Total miles transferred to United

661

TRANSACTIONS

Trans Date	Reference Number	Merchant Name or Transaction Description	Amount
			Credit Debit
10/17	74270096291900014507268	RESORTS ADVANTAGE LTD MIAMI FL	\$645.00
02/16	24892167047000445508562	MSI MORNINGSTAR 866-229-9449 IL	15.95

FINANCE CHARGES

Category	Daily Periodic Rate	Corresp. APR	Average Daily Balance	Finance Charge		Accumulated Finance Charge	FINANCE CHARGES
				Due To Periodic Rate	Transaction Fee		
Purchases	V .04973%	18.15%	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Cash advances	V .04973%	18.15%	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Total finance charges							\$0.00

Effective Annual Percentage Rate (APR): 0.00%

Please see Information About Your Account section for balance computation method, grace period, and other important information.

The Corresponding APR is the rate of interest you pay when you carry a balance on any transaction category.

The Effective APR represents your total finance charges - including transaction fees such as cash advance and balance transfer fees - expressed as a percentage.

IMPORTANT NEWS

Pay your personal federal income tax or quarterly estimated federal tax with your United Mileage Plus Visa card and earn double miles for every eligible \$1 you spend
Offer valid March 1 through April 31, 2007. Visit www.chasepayyourtaxes.com/united or call 877-829-2954.

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BARBEE LYON

ATTACHMENT 3

Acct # 00004388576021678811

June 1, 2007

Page 23 of 26

Statement for account number: 4388 5760 2167 8811

New Balance	Payment Due Date	Past Due Amount	Minimum Payment
\$647.90	04/16/07	\$0.00	\$2.90

UNITED
Mileage Plus

Amount Enclosed \$

Make your check payable to Chase Card Services.
New address or e-mail? Print on back.

438857602167881100000290000647900000008

10899 BEV 2 08107 C
BARBEE LYON
2520 NW WESTOVER RD
PORTLAND OR 97210-3109

|||||

CARDMEMBER SERVICE
PO BOX 94014
PALATINE IL 60094-4014

|||||

⑆500016028⑆ 2366021678811⑈

UNITED
Mileage Plus
Opening/Closing Date: 02/23/07 - 03/22/07
Payment Due Date: 04/16/07

CUSTOMER SERVICE

In U.S. 1-800-537-7783
Español 1-888-446-3308
TDD 1-800-955-8060
Pay by phone 1-800-436-7958
Outside U.S. call collect 1-847-888-6600Minimum Payment Due for Credit Access Line \$2.90
Total Minimum Payment Due \$2.90

ACCOUNT INQUIRIES

P.O. Box 15298
Wilmington, DE 19850-5298

VISA SIGNATURE SUMMARY

Account Number: 4388 5760 2167 8811

PAYMENT ADDRESS

Previous Balance \$631.95
Purchases, Cash, Debits +\$15.95
New Balance \$647.90Credit Access Line \$30,000
Available Credit \$29,352
Cash Access Line \$30,000
Available for Cash \$29,352P.O. Box 94014
Palatine, IL 60094-4014VISIT US AT:
www.chase.com/united

Your next AutoPayment for \$647.90 will be deducted from your account and credited on your due date. Should you make a payment prior to your due date, that amount will be deducted from the AutoPayment amount identified above.

Payment of amount in dispute \$845.00 not required.

MILEAGE PLUS MILES EARNED

Miles earned this statement from purchases 16
Total miles earned this statement 16
Total miles transferred to United 161-800-421-4655 (Mileage Plus)
1-800-241-6522 (Reservations)

TRANSACTIONS

Trans Date	Reference Number	Merchant Name or Transaction Description	Amount Credit	Debit
03/16	24692167075000618373573	MSI MORNINGSTAR 866-229-9449 IL		\$15.95

FINANCE CHARGES

Category	Daily Periodic Rate 28 days in cycle	Corresp. APR	Average Daily Balance	Finance Charge Due To Periodic Rate	Transaction Fee	Accumulated Fin Charge	FINANCE CHARGES
Purchases	V .04973%	18.15%	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Cash advances	V .04973%	18.15%	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Total finance charges							\$0.00

Effective Annual Percentage Rate (APR): 0.00%

Please see Information About Your Account section for balance computation method, grace period, and other important information.

The Corresponding APR is the rate of interest you pay when you carry a balance on any transaction category.

The Effective APR represents your total finance charges - including transaction fees such as cash advance and balance transfer fees - expressed as a percentage.

IMPORTANT NEWS

NOTICE: We are replacing the Two-Cycle Average Daily Balance Method (compute interest on previous and current cycle purchase balances) with the Average Daily Balance including new purchases Method (purchases daily balance times purchases daily rate each day only in the current cycle).

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ATTACHMENT 4

CARDMEMBER SERVICE
P.O. BOX 15299
WILMINGTON, DE 19850-5299
FAX: (888) 643-9624



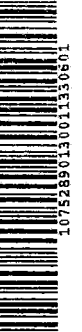
April 16, 2007



57306 RCS 001 007 10607 - NNNNNNNNNNNN

Barbee Lyon
2520 Nw Westover Rd
Portland OR 97210-3109

RE: Your account
ending in 8811



We received your inquiry and
will be responding shortly.

Dear Barbee Lyon,

As your credit card company, we value your business and want you to be
completely satisfied with your credit card account.

Right now, we simply want to inform you that we've received your inquiry
about your credit card account. We have begun looking into this matter
and will write to you shortly to respond to your questions. Based upon
our findings, we will make any necessary adjustments to your account and
include them on your monthly billing statement.

Thank you for calling this matter to our attention. We are pleased to
offer a variety of opportunities and services for our Cardmembers. If you
have any other questions or would like information about transferring
balances or special promotions and products, please call us at the
toll-free number noted on the back of your card. You can also visit us
online at the Web site noted on your monthly billing statement. For your
convenience, we are available 24 hours a day to assist you.

Sincerely,

Cardmember Service

BARBEE LYON

ATTACHMENT 5

Acct # 00004388576021678811

June 1, 2007

Page 19 of 26

Statement for account number: 4388 5760 2167 8811

New Balance	Payment Due Date	Past Due Amount	Minimum Payment
\$631.11	05/17/07	\$0.00	\$12.00

UNITED
Mileage Plus

Amount Enclosed \$

Make your check payable to Chase Card Services.
New address or e-mail? Print on back.

438857602167881100001200000631110000000

54588 BEX Z 11207 C
BARBEE LYON
2520 NW WESTOVER RD
PORTLAND OR 97210-3109CARDMEMBER SERVICE
PO BOX 94014
PALATINE IL 60094-4014

⑈500016028⑈ 23660216788117⑈

UNITED
Mileage Plus
Opening/Closing Date: 03/23/07 - 04/22/07
Payment Due Date: 05/17/07

CUSTOMER SERVICE

In U.S. 1-800-537-7783
Español 1-888-446-3308
TDD 1-800-955-8060
Pay by phone 1-800-436-7958
Outside U.S. call collect 1-847-888-6800Minimum Payment Due for Credit Access Line
Total Minimum Payment Due\$12.00
\$12.00

ACCOUNT INQUIRIES

P.O. Box 15298
Wilmington, DE 19850-5298

VISA SIGNATURE SUMMARY

Account Number: 4388 5760 2167 8811

PAYMENT ADDRESS

Previous Balance	\$647.90	Credit Access Line	\$30,000
Payment, Credits	-\$18.69	Available Credit	\$29,368
Finance Charges	+\$1.90	Cash Access Line	\$30,000
New Balance	\$631.11	Available for Cash	\$29,368

P.O. Box 94014
Palatine, IL 60094-4014

VISIT US AT:

www.chase.com/united

Your next AutoPayment for \$631.11 will be deducted from your account and credited on your due date. Should you make a payment prior to your due date, that amount will be deducted from the AutoPayment amount identified above.

MILEAGE PLUS MILES EARNED

Miles earned this statement from purchases
Total miles earned this statement
Total miles transferred to United-19
-19
-191-800-421-4655 (Mileage Plus)
1-800-241-6522 (Reservations)

TRANSACTIONS

Trans Date	Reference Number	Merchant Name or Transaction Description	Amount Credit	Debit
04/12	74692167102000091547259	MSI*MORNINGSTAR 866-229-9449 IL	\$18.69	

FINANCE CHARGES

Category	Daily Periodic Rate	Corresp. 31 days in cycle APR	Average Daily Balance	Finance Charge Due To Periodic Rate	Transaction Fee	Accumulated Fin Charge	FINANCE CHARGES
Purchases	V .04973%	18.15%	\$122.83	\$1.90	\$0.00	\$0.00	\$1.90
Cash advances	V .04973%	18.15%	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Total finance charges							\$1.90

Effective Annual Percentage Rate (APR): 18.15%

Please see Information About Your Account section for balance computation method, grace period, and other important information.

The Corresponding APR is the rate of interest you pay when you carry a balance on any transaction category.

The Effective APR represents your total finance charges - including transaction fees such as cash advance and balance transfer fees - expressed as a percentage.

IMPORTANT NEWS

Pay your personal federal quarterly estimated federal, state and property taxes with your United Mileage Plus credit card. Earn double miles for every eligible \$1 you spend. Offer valid March 1 through May 25, 2007. Visit www.chasepayyourtaxes.com/united or call 1-877-829-2954.

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ATTACHMENT 6

27 August 2007

Chase Cardmember Services
P.O. Box 15299
Wilmington DE 19850-5299

Re: Our billing dispute, your case # 75613156

Dear Chase people:

We have had an unresolved dispute for several months about your credit card bill to me.

I think I have just now figured it out.

This mixup began when my wallet with my United credit card was stolen in late September 2006. I called your fraud department, they put an immediate hold on that credit card, and asked me about the most recent transactions that had been billed to that card. I identified a couple that the thief had made and that were fraudulent, i.e. the most recent one or two, and there isn't any dispute about those charges.

In the course of that conversation, however, your fraud department also asked me about a \$645 charge that I had authorized to Resorts Advantage. I told your fraud department that it was valid, and that it should be paid. Nevertheless, you apparently refused to pay that \$645 charge, as I discovered shortly afterwards when Resorts Advantage complained to me that you had rejected the charge. Resorts Advantage therefore asked us to pay with a different credit card, which I did. [See Exhibit 1, attached.]

About 4 months later you billed us for that same \$645 which you had refused to pay to Resorts Advantage. [See Exhibit 2, attached] Exhibit 2 indicated that you had paid Resorts Advantage that \$645 several months before, on 10/17/06. I knew that wasn't so, since Resorts Advantage had told us you had refused to pay, and since we had to pay with a different card.

We therefore protested. We balked at paying that \$645 a second time, especially since we knew that you had not paid it. You responded, said you would look into it, and would write us about it. [Exhibit 3.] You didn't do that, we never got a written explanation.

Then, however, you charged us for that \$645 anyway, in spite of our protest, and without writing us about it either. [Exhibit 4.] As I understand it, you were at least supposed to communicate to us the results of your investigation of our protest before you charged us. You didn't do that, you just submitted the charge to our bank which we have authorized to pay your bills automatically. Then, to complicate matters, the bank refused to pay, saying our account was "Closed". [Exhibit 5.] That wasn't true either – that was the bank's mistake. And now you keep billing us and adding late charges, without ever having written us to explain how you supposedly paid Resorts Advantage that \$645 in spite of our knowledge to the contrary..

ATTACHMENT 6

I think, however, I have now figured out what happened. I am correct that you did not pay Resorts Advantage that \$645 back on 10/17/06, contrary to what is indicated on your statement in Exhibit 2. Instead, you did something different, something which makes no sense to me. You credited my account with \$645 on 10/17. [See Exhibit 6, attached.] Why you credited my account with that \$645 I have no idea, it looks like you just made a mistake. I didn't catch that mistake of yours at the time because we were just having our bank pay your bills automatically.

What your statement in Exhibit 2 should have communicated to me is the following: "We made a mistake back on 10/17 when we credited you with \$645. We have just discovered our mistake, and now we're asking you to pay us that \$645 back." If you had said that, I could have verified it, and paid you. Instead, your bill incorrectly communicated to me that you had paid Resorts Advantage that \$645 on 10/17, therefore I protested.

We doubly protested that you then went ahead and charged us that \$645, without ever sending us a written explanation. We had several rounds of frustrating telephone calls with you that wasted a couple hours of our time and made no sense to us.

Now, I've just spent another several hours deciphering the copies of the last year's bills which you sent me and, as I said, I think I have just figured it out at last, as indicated above.

Please review this letter and tell me if my understanding of what happened is correct. If you concur, let me know and we will send you a check for the \$645 which you mistakenly credited us back on 10/17/06. However, I also would like you to erase all the late payment fees and finance charges that you have tacked on to this as a result, because it originated with your several mistakes. Also, I would like your written assurance that there will be no adverse effect on my credit reports.

Yours truly

Barbee Lyon

EXHIBIT 1

ATTACHMENT 6

Bank of America



Prepared for: JOAN M KRUSE

4706 2000 0197 7680

October 2006 Statement

Credit Line: \$25,000.00

Cash or Credit Available: \$23,851.81

Account Information

Summary of Transactions

Previous Balance	\$0.00
Payments and Credits	\$0.00
Cash Advances	\$0.00
Purchases and Adjustments	\$1,148.19
Periodic Rate Finance Charges	\$0.00
Transaction Fee Finance Charges	\$0.00

New Balance Total \$1,148.19

Billing Cycle and Payment Information

Days in Billing Cycle	34
Closing Date	10/24/06
Payment Due Date	11/13/06
Current Payment Due	\$15.00
Past Due Amount	\$0.00
Total Minimum Payment Due	\$15.00

Customer Service

For Information on Your Account Visit:

www.bankofamerica.com

Mail Payments to:

BANK OF AMERICA
P.O. BOX 17322
BALTIMORE, MD 21297-1322

Mail Billing Inquiries to:

BANK OF AMERICA
P.O. BOX 15026
WILMINGTON, DE 19850-5026

Call toll-free 1-800-552-7302

TDD hearing-impaired 1-800-222-7365

Transactions

Purchases and Adjustments	Posting Date	Transaction Date	Reference Number	Account Number	Category
#FEDEX KINKO'S #5185 PORTLAND OR	09/27	09/26	3985	7680	C
#FEDEX KINKO'S #5185 PORTLAND OR	09/27	09/26	4066	7680	C
#CITY CENTER PARKING 4 PORTLAND OR	09/27	09/25	8187	7680	C
#BORDERS BOOKS 0100065 PORTLAND OR	09/28	09/26	9871	7680	C
#REDWEEK.COM 425 4513857 WA	09/28	09/26	8209	7680	C
#CAMEO CAFE WEST PORTLAND OR	09/29	09/28	0048	7680	C
#WALGREEN 0004495 PORTLAND OR	09/29	09/28	9554	7680	C
#LINER & ELSEN PORTLAND OR	09/29	09/28	0223	7680	C
#JOHN HELMER HABERDAS PORTLAND OR	09/30	09/28	0247	7680	C
#FRED-MEYER #0360 SF PORTLAND OR	09/30	09/28	0596	7680	C
#NORDSTROM RACK #0028 PORTLAND OR	09/30	09/28	0679	7680	C
#CITY PORTLAND-DEPT TR PORTLAND OR	10/05	09/30	0208	7680	C
#CITY PORTLAND-DEPT TR PORTLAND OR	10/05	09/30	1098	7680	C
#RESORTS ADVANTAGE, LT MIAMI FL	10/07	10/05	1946	7680	C

ALASKA AIRLINES CREDIT CARD REWARDS

1,148 PURCHASE MILES THIS PERIOD
0 PROMOTIONAL MILES
0 ADJUSTMENTS
1,148 MILES TO ALASKA AIRLINES

more chgs

We pay
the charge
you rejected
with a
different
cred. trans.

Exhibit 3

CARDMEMBER SERVICE
P.O. BOX 15299
WILMINGTON, DE 19850-5299
FAX: (888) 643-9624

ATTACHMENT 6

CHASE

April 16, 2007



57306 RCS 001 007 10607 - NNNNNNNNNNNN

Barbee Lyon
2520 Nw Westover Rd
Portland OR 97210-3109

RE: Your account
ending in 8811



We received your inquiry and
will be responding shortly.

Dear Barbee Lyon,

As your credit card company, we value your business and want you to be
completely satisfied with your credit card account.

Right now, ~~we simply want to inform you that we've received your inquiry
about your credit card account. We have begun looking into this matter
and will write to you shortly to respond to your questions. Based upon
our findings, we will make any necessary adjustments to your account and
include them on your monthly billing statement.~~

never
gave us
a written
explanation
as
promised

Thank you for calling this matter to our attention. We are pleased to
offer a variety of opportunities and services for our Cardmembers. If you
have any other questions or would like information about transferring
balances or special promotions and products, please call us at the
toll-free number noted on the back of your card. You can also visit us
online at the Web site noted on your monthly billing statement. For your
convenience, we are available 24 hours a day to assist you.

Sincerely,

Cardmember Service

New Balance \$7.60 Payment Due Date 06/16/07 Past Due Amount \$0.00 Minimum Payment \$7.60

UNITED

Mileage Plus

Amount Enclosed \$

Card Services.

ATTACHMENT 6

438857602167881100000760000007600000009

04631 BEX Z 14207 C
BARBEE LYON
2520 NW WESTOVER RD
PORTLAND OR 97210-3109



CARDMEMBER SERVICE
PO BOX 94014
PALATINE IL 60094-4014



⑈5000 16028⑈ 236602 16788 1 17⑈

UNITED

Mileage Plus

Opening/Closing Date:
Payment Due Date:

04/23/07 05/22/07
06/16/07

CUSTOMER SERVICE

In U.S. 1-800-537-7783
Español 1-888-446-3308
TDD 1-800-955-8060
Pay by phone 1-800-436-7958
Outside U.S. call collect 1-847-888-6600

Minimum Payment Due for Credit Access Line

\$7.60

Total Minimum Payment Due

\$7.60

ACCOUNT INQUIRIES

P.O. Box 15298
Wilmington, DE 19850-5298

VISA SIGNATURE SUMMARY

Account Number: 4388 5760 2167 8811

PAYMENT ADDRESS

P.O. Box 94014
Palatine, IL 60094-4014

Previous Balance	\$631.11	Credit Access Line	\$30,000
Payment, Credits	-\$631.11	Available Credit	\$29,992
Finance Charges	+\$7.60	Cash Access Line	\$30,000
New Balance	\$7.60	Available for Cash	\$29,992

VISIT US AT:

www.chase.com/united

Your next AutoPayment for \$7.60 will be deducted from your account and credited on your due date. Should you make a payment prior to your due date, that amount will be deducted from the AutoPayment amount identified above.

MILEAGE PLUS MILES EARNED

Miles earned this statement from purchases 0
Total miles transferred to United 0

1-800-421-4655 (Mileage Plus)
1-800-241-6522 (Reservations)

Open Mileage Plus accounts, that are not delinquent, earn 1 mile for every \$1 in purchases. Use your Mileage Plus card for all your purchases to earn miles that can be redeemed for award travel on United.

TRANSACTIONS

Trans Date	Reference Number	Merchant Name or Transaction Description	Gr
05/17		AUTOMATIC PAYMENT - THANK YOU	\$631.

Automatic paid what you told our bank to pay

FINANCE CHARGES

Category	Daily Periodic Rate	Corresp. APR	Average Daily Balance	Finance Charge Due To Periodic Rate	Transaction Fee	Accumulated Fin Charge	FINANCE CHARGES
Purchases	V .04973%	18.15%	\$509.30	\$7.60	\$0.00	\$0.00	\$7.60
Cash advances	V .04973%	18.15%	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00

Total finance charges

\$7.60

CARDMEMBER SERVICE
P.O. BOX 15548
WILMINGTON, DE 19886-5548

ATTACHMENT 6

Exhibit 5
CHASE

May 25, 2007



58858 RCS 001 007 14507 - NNNNNNNNNNNN

Barbee Lyon
2520 Nw Westover Rd
Portland OR 97210-3109

RE: Your account
ending in 8811



We regret that your recent payment was returned to us unpaid.

Dear Barbee Lyon,

As your credit card company, we value your business. It is important to us that we provide you with timely information regarding your account.

While we received your recent payment of \$631.11, we are sorry to advise that the payment was returned to us unpaid. Your bank advised that the reason for the return was Closed Account. If you need additional information regarding the returned payment, please contact your bank.

Bank error
- account
was never
closed

As a result, we have debited your account for the amount of the payment. At this time, we have applied a return payment fee to your credit card account.

If you have not already done so, please send a replacement payment as soon as possible. For your convenience, you may mail a payment to the address noted above, call us at the toll-free number on the back of your card to complete a payment by phone, or use our on-line payment service at www.cardmemberservices.com.

If you have additional questions, please call our Cardmember Service at the number noted on the back of your card. We will be happy to speak with you. For your convenience, Cardmember Service is available 24 hours a day to assist you.

Sincerely,

Returns Department

ATTACHMENT 6

Acct # 00004388576021678811
June 2, 2007
Page 11 of 18

You have a credit balance of -\$59.90.
You do not have to make a payment at this time.

UNITED
Mileage Plus

Amount Enclosed \$ _____ **Make your check payable to Chase Card Services.**
New address or e-mail? Print on back.

4388576021678811000000000000000000000000

51676 BEX 7 32806 C
BARBEE LYON
2520 NW WESTOVER RD
PORTLAND OR 97210-3109

XX

CARDMEMBER SERVICE
PO BOX 94014
PALATINE IL 60094-4014

Hilbert's Program

1500016028: 236602167881170

UNITED
Mileage Plus®

Statement Date:
Payment Due Date:

10/23/06 7 11/22/06

CUSTOMER SERVICE

In U.S. 1-800-537-7783
Español 1-888-446-3308
TDD 1-800-955-8060
Pay by phone 1-800-435-7958
Outside U.S. call collect
1-847-888-6500

Minimum Payment Due for Credit Access Line
Total Minimum Payment Due

\$0.00
\$0.00 **ACCOUNT INQUIRIES**
P.O. Box 15298
Wilmington, DE 19850-5298

VISA SIGNATURE SUMMARY

Account Number: 4388 5700 2107 8811

PAYMENT ADDRESS

Previous Balance	\$610.10	Credit Access Line	\$30,000	P.O. Box 94014
Payment, Credits	\$684.95	Available Credit	\$30,000	Palatine, IL 60094-4014
Purchases, Cash, Debits	+\$14.95	Cash Access Line	\$30,000	VISIT US AT:
New Balance	<u>\$599.90</u>	Available for Cash	\$30,000	www.CHASE.com/united

You have a credit balance, so no payment is required. You may make charges against the credit or request a refund by contacting Cardmember Service at the address above. If after 6 months the credit balance is \$1.00 or more, we will refund the credit within 30 days.

MILEAGE PLUS MILES EARNED

Miles earned this statement from purchases	-670	1-800-241-6522 (Reservations)
Miles adjusted for purchases	-40	
Bonus adjusted for school payments	-100	
Total miles earned this statement	-810	
Total miles transferred to United	-810	

TRANSACTIONS

Trans				Amount	
Date	Reference Number	Merchant Name or Transaction Description	Credit	Debit	
10/17/24	220168291900014507268	RESORTS ADVANTAGE, LTD. MIAMI FL	\$845.00		
09/28	74682186271000868743864	MFI* Ancesing REFUND 800-282-3787 UT		39.95	
11/16	246921866320000201388318	MSI* MORNINGSTAR 866-229-9449 IL			14.00

FINANCE CHARGES

	Daily Periodic Rate 31 days in cycle	Corresp. APR	Average Daily Balance	Finance Charge Due To Periodic Rate	Transaction Fee	Accumulated Fin Charge	FINANCE CHARGES
Purchases	V .04973%	18.15%	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Cash advances	V .04973%	18.15%	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Total finance charges							\$0.00

Effective Annual Percentage Rate (APR): 0.00%

Please see Information About Your Account section for balance computation method, grace period, and other important information.

The Corresponding APR is the rate of interest you pay when you carry a balance on any transaction category.

The Effective APR represents your total finance charges - including transaction fees such as cash advance and balance transfer fees - expressed as a percentage.

IMPORTANT NEWS

Earn Double Miles this Holiday Season. Use your United Mileage Plus card for all eligible purchases from Oct 1 to December 29, 2006. Just visit chase.com/united for your custom offer. There's no need to enroll

X 0000013 FIS33324 C 2

This Statement is a Facsimile - Not an original

000 N 7 22 06/11/22

Page 1 of 1

DECEMBER 1999

32610990020905157601

continues

CARDMEMBER SERVICE
P.O. BOX 15299
WILMINGTON, DE 19850-5299
FAX: (888) 643-9624

EXHIBIT

7



ATTACHMENT 7

September 12, 2007



21361 RCS 001 008 25507 - NNNNNNNNNNNN

Barbee Lyon
2520 Nw Westover Rd
Portland OR 97210-3109

RE: Your account
ending in 8811

Case Identifier: 76327044

Dear Barbee Lyon,

As your credit card company, we value your business. It's important to us that we promptly respond to your billing dispute of a \$645.00 transaction from RESORTS ADVANTAGE, LTD. I. This transaction posted to your account on February 07, 2007.

Our Cardmember Agreement requires that we receive information about any billing dispute within 60 days of the date of the statement on which the transaction first appeared. We received your information regarding this transaction on -, which is beyond the 60-day time frame. As a result, we are sorry that we are unable to assist you with this matter.

If you have any questions, please call us at the toll-free number shown on the back of your credit card. Serving you is very important to us, and we appreciate your business.

Sincerely,

Gwen Cosmilla
Financial Service Advisor



ATTACHMENT 8

Barbee Lyon
2520 NW Westover
Portland, Oregon 97210

23 October 2007

Chase Cardmember Services
Attention: Supervisor in Charge
P.O. Box 15299
Wilmington DE 19850-5299

Re: Our billing dispute, your case # 75613156, #76327044

Dear Sir or Madam:

I am replying to your September 12 letter, a copy of which is attached as Exhibit 1.

I am baffled why you assigned the new case number #76327044 to this dispute. My last letter to you on August 27 used the case number that you previously assigned, i.e. # 75613156

In any event, I'm afraid I disagree with your letter in Exhibit 1, for four reasons:

- (1) You say "We received your information regarding this transaction on -, which is beyond the 60-day time frame." It is significant that you wrote "-" in place of a real date, because Chase had already acknowledged our protest a long time ago, within the 60-day period. (See Exhibit 2, attached.)
- (2) What is more surprising is that you reneged on what you previously said you would do. On September 11, my wife Joan Kruse telephoned Chase once again about this interminable dispute. She talked first to a "Pat", was switched to a "Norman", and then was switched to a "Gwen". I assume that was the Gwen Cosmilla who sent Exhibit 1, although I recognize there could be more than one person in your office named Gwen. At any rate, this Gwen told my wife that she would cancel all the charges, and would make sure that there would be no adverse impact on our credit. Instead of carrying through on that promise, the next day you sent us Exhibit 1, along with subsequent bills with even more finance charges.
- (3) My wife and I have spent hours trying to communicate with Chase about this. Telephone calls to Chase are frustrating beyond measure, consuming hours in mutual misunderstanding, and then when an understanding was reached in that September 11 call, Chase reneged on it. I had already told my wife not to bother with any more with pointless telephone calls, we would communicate solely by letter. I spent hours deciphering what seemed to have gone awry in this transaction, and I sent you a long detailed letter explaining it on August 27. And what do we get in response to my painstaking effort? A broken promise and a form letter with a patently invalid excuse.

ATTACHMENT 8

- (4) We have always had the very best credit rating. I am afraid that this dispute has endangered our rating, and that will cost us soon when we refinance to upgrade our kitchen. We may have moved from annoyance and wasted hours to real damage.

I'm a lawyer who spends most of my time defending business corporations, and I hate it when lawyers abuse their role to sue corporations. In my personal life I do nearly everything I can to stay out of court. But I am so frustrated at the unintelligible communications I have received from Chase over the past six months that I despair of resolving this in a common-sense way. Telephone calls don't work, letters don't work. Therefore, much as I hate it, I expect my next step will be filing a complaint in court.

It's ironic that I'm a Chase stockholder, about \$10,000 through my self-directed pension plan. I admire the company, but it surely needs some improvement in communicating with cardholders about disputes.

Yours truly


Barbee Lyon

CARDMEMBER SERVICE
P.O. BOX 15299
WILMINGTON, DE 19850-5299
FAX: (888) 643-9624



ATTACHMENT 8

September 12, 2007



21361 RCS 001 008 25507 - NNNNNNNNNNNN

Barbee Lyon
2520 Nw Westover Rd
Portland OR 97210-3109

RE: Your account
ending in 8811

Case Identifier: 76327044

Dear Barbee Lyon,

As your credit card company, we value your business. It's important to us that we promptly respond to your billing dispute of a \$645.00 transaction from RESORTS ADVANTAGE, LTD. I. This transaction posted to your account on February 07, 2007.

Our Cardmember Agreement requires that we receive information about any billing dispute within 60 days of the date of the statement on which the transaction first appeared. We received your information regarding this transaction on -, which is beyond the 60-day time frame. As a result, we are sorry that we are unable to assist you with this matter.

If you have any questions, please call us at the toll-free number shown on the back of your credit card. Serving you is very important to us, and we appreciate your business.

Sincerely,

Gwen Cosmilla
Financial Service Advisor



ATTACHMENT 8

Statement for account number: 4388 5760 2167 8811

New Balance \$647.90 Payment Due Date 04/16/07 Past Due Amount \$0.00 Minimum Payment \$2.90

UNITED
Mileage Plus

Amount Enclosed \$ Make your check payable to Chase Card Services.
New address or e-mail? Print on back.

438857602167881100000290000647900000008

10699 BEK 2 06107 C
BARBEE LYON
2520 NW WESTOVER RD
PORTLAND OR 97210-3109



CARDMEMBER SERVICE
PO BOX 94014
PALATINE IL 60094-4014



500016028 23660216788117

UNITED
Mileage Plus

Opening/Closing Date: 02/23/07
Payment Due Date: 03/22/07

02/23/07 03/22/07
04/16/07

CUSTOMER SERVICE
In U.S. 1-800-537-7783
Español 1-888-446-3308
TDD 1-800-955-0060
Pay by phone 1-800-436-7858
Outside U.S. call collect 1-847-888-6600

Minimum Payment Due for Credit Access Line
Total Minimum Payment Due

\$2.90
\$2.90

ACCOUNT INQUIRIES
P.O. Box 15298
Wilmington, DE 19850-5298

VISA SIGNATURE SUMMARY

Account Number: 4388 5760 2167 8811

PAYMENT ADDRESS
P.O. Box 94014
Palatine, IL 60094-4014

	Previous Balance	Credit Access Line
Purchases, Cash, Debits	\$631.95	\$30,000
New Balance	+\$15.95	Available Credit \$29,352
	\$647.90	Cash Access Line \$30,000
		Available for Cash \$29,352

VISIT US AT:
www.chase.com/united

Your next AutoPayment for \$647.90 will be deducted from your account and credited on your due date. Should you make a payment prior to your due date, that amount will be deducted from the AutoPayment amount identified above.

Payment of amount in dispute \$645.00 not required.

MILEAGE PLUS MILES EARNED

Miles earned this statement from purchases
Total miles earned this statement
Total miles transferred to United

16
16
16

1-800-421-4655 (Mileage Plus)
1-800-241-6522 (Reservations)

TRANSACTIONS

Trans Date	Reference Number	Merchant Name or Transaction Description	Amount
			Credit Debit
03/16	24692167075000618373573	MSI MORNINGSTAR 866-229-9449 IL	\$15.95

FINANCE CHARGES

Category	Daily Periodic Rate	Corresp. APR	Average Daily Balance	Finance Charge	Due To	Transaction	Accumulated	FINANCE CHARGES
	28 days in cycle			Periodic Rate	Fee	Fin Charge		
Purchases	V .04973%	18.15%	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Cash advances	V .04973%	18.15%	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Total finance charges								\$0.00

Effective Annual Percentage Rate (APR): 0.00%

Please see Information About Your Account section for balance computation method, grace period, and other important information.

The Corresponding APR is the rate of interest you pay when you carry a balance on any transaction category.

The Effective APR represents your total finance charges - including transaction fees such as cash advance and balance transfer fees - expressed as a percentage.

IMPORTANT NEWS

NOTICE: We are replacing the Two-Cycle Average Daily Balance Method (compute interest on previous and current cycle purchase balances) with the Average Daily Balance including new purchases Method (purchases daily balance times purchases daily rate each day only in the current cycle).

This Statement is a Facsimile - Not an original